

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. LME04803	DATE 10/28/11	PAGE 1 of 2
ADDRESS OF PREMISES: 155 Gannett Drive, South Portland, ME 04106			

THIS AGREEMENT, made and entered into this date by and between Fort Fairfield BP LLC
whose address is 24 Emmons Road, Falmouth, MA 02540

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to increase the tenant improvement allowance from \$674,595.00 to \$818,586.41.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution as follows:

Paragraphs 5, 8 and 19 of the lease are hereby deleted and replaced with the following:

5. THE GOVERNMENT SHALL PAY to the Lessor annual rent as follows based on lease commencement and rent commencement as defined in the SFO:

Years 1 through 10: Annual rent of \$783,589.30 payable at the rate of \$65,299.11 per month, in arrears, via Electronic Funds Transfer to:

Fort Fairfield BP LLC
24 Emmons Road
Falmouth, MA 02540

Rent for a lesser period shall be prorated on a per diem basis.

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IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE <i>Robert P Clark</i> Fort Fairfield BP LLC	NAME OF SIGNER ROBERT P CLARK
ADDRESS 24 Emmons Road, Falmouth, MA	FORT FAIRFIELD BP LLC

IN PRESENCE OF

SIGNATURE <i>Nicholas A Gallagher</i>	NAME OF SIGNER Nicholas A Gallagher
ADDRESS [REDACTED]	

UNITED STATES OF AMERICA

SIGNATURE <i>Thomas J McNaughton</i>	NAME OF SIGNER Thomas J. McNaughton
	OFFICIAL TITLE OF SIGNER Contracting Officer

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8. **FREE RENT AND BROKERAGE COMMISSION:** In accordance with paragraph 2.4 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the firm term aggregate value of this lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc. upon lease execution. The shell rental portion of the annual rental payments (\$514,069.00 or \$42,839.08 per month) due and owing under Paragraph 4 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the second month of the lease term as indicated in the following schedule of adjusted Monthly Rent:

- First Month's Rental Payment of \$65,299.11 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted First Month's Rent
- Second Month's Rental Payment of \$65,299.11 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

19. **TENANT IMPROVEMENT ALLOWANCE:** Referencing Paragraphs 3.2 & 3.3 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$818,586.41, and amortized over ten (10) years at the rate of seven (7%) percent. The Government may return to the Lessor any unused portion of the TI Allowance in exchange for a decrease in rent according to the amortization rate and the Lessor and the Government shall confirm said rental adjustment, if any, in writing by execution of a Supplemental Lease Agreement. Lessor and Government also agree that the TI Allowance shall be fully amortized at the end of the tenth year of the Lease Term. **The Government will not be responsible for the payment of any unamortized tenant improvement allowance or unamortized building specific security costs should election be made to terminate the lease per the terms of paragraph 3 of this lease.**

All other terms and conditions remain in full force and effect.

Initials: Lessor RPC & Gov't DM